  
JESSE M. FURMAN  
United States District Judge

July 11, 2025

Addys Lamb, Plaintiff  
USPS Mail Handler Pro Se  
P. O. Box 523  
New York, NY 10116

Honorable Judge Jesse M. Furman  
United States District Judge  
Southern District of New York  
500 Pearl Street  
New York, NY 10007

Subject: Addys Lamb v. Doug Tulino, Acting Postmaster General, Case 224 – CV – 9441 (JMF)

Dear Honorable Judge Furman:

The pro se plaintiff hereby submits this opposition to the motion to dismiss the plaintiff complaint and pleads additional facts to amend deficiencies raised in the agency's motion to dismiss the plaintiff complaint.

By way of background the agency's brief for this action is based on the plaintiff complaint procedures deficiencies. Whereas the issues are:

1. Whether the agency discriminated against the plaintiff who has fully overcome an injury more than one year after the injury on duty compensation began, and the agency failed to restore the complainant into his former Mail Handlers Equipment Operator position or equivalent one. (See USPS ELM 545, Reemployment of Employees Injured on Duty; 5 USC 8151 and the Office of Personnel Management (OPM) Regulations 546.13, Exhibit A).
2. Whether the agency discriminated against the plaintiff when the agency failed to restore the plaintiffs:
  - A. Loss annual and sick leave.
  - B. Loss on the job accidental death benefits.
  - C. Loss Mail Handlers Health and Benefits Plan Offerings.
  - D. Loss payments and interest to be paid to the plaintiff's Thrift Retirement fund.
3. Whether the agency discriminated against the plaintiff when the agency denied the plaintiff official time to write an opposition to the agency's decisions.
4. Whether the agency violated the plaintiff fourth amendment constitutional protections when the agency required the plaintiff to submit to a "pre-disciplinary interview" where there were "no probable cause" for the interview.

The agency discriminated against the plaintiff when the agency failed to take any action on the plaintiff applications for the agency's Field Sales Representative (EAS) positions for which the agency was recruiting, and the plaintiff was qualified for these positions. (See USPS ELM 35, Handbook EL 302, 303, 311, 511.4 and 511.5, Exhibit B).

The plaintiff was harmed by the disparate treatment when the agency reemployed the plaintiff. The plaintiff had an accepted compensation injury. He overcame the compensated injury and returned to work. The plaintiff was not assigned the available Mail Handler Equipment Operator position. Rather, the agency assigned the plaintiff to a "Permanent Modified Mail Handler" position in the Morgan's General Mail Facility manual letters section and given fewer desirable jobs than jobs assigned to Mail Handler Equipment Operators. The United States Equal Employment Opportunity Commission (EEOC) concluded the agency classified injured on duty (IOD) employees with disabilities in a way that adversely affected their opportunities and status. (McConnell v. USPS, EEOC No.'s 072016006 and 0720160007, dated 2017).

In the Equal Employment Opportunity Case No. 07A3015 (2004) affirmed an Administrative Judge's award of \$269,712 Dollars in non-pecuniary compensation damages where the plaintiff had been subjected to disparaged treatment, including a change of work assignments.

Consistent with the agency's decision to restore the plaintiff to duty, the plaintiff meets the agency's definition to return to full duty. Thereby, the plaintiff is entitled to his full restoration's rights. (See the agency restoration letter, dated October 1, 2024, Exhibit C).

It is abundantly clear from the facts and the documentation of court records; the agency has acted with reckless disregards to the plaintiff treating physician final medical report in their search for suitable positions for the plaintiff. Therefore, the plaintiff asks the court for a Summary Judgement against the agency which includes compensatory damages too:

- A. Replace the plaintiff Thrift Savings Plan Losses.
- B. Award the plaintiff the \$300.000 Dollars maximum damages for the agency acting disparate treatment.
- C. Pay the plaintiff out of pocket legal costs, totaling \$37,900 Dollars.
- D. Restore the plaintiff Health and Benefits Plan Offerings.

Alternatively, if the court moves forward with the plaintiff's legal claims, and to meet the court's rules and practices, the plaintiff requests the court appoint an attorney to represent the plaintiff in this action. The plaintiff agrees to pay (on contingency) fees approved by the court.

Respectfully submitted,



Addys Lamb, pro se

# Exhibit A



**545.94 Deciding Appropriate Action.** In considering the action to take in matters involving extended leave, the installation head sends Form 2573, *Request-OWCP Claim Status*, in duplicate, to the appropriate OWCP district office; and, upon receiving a completed Form 2573 from OWCP, does one of the following:

- a. Extends LWOP/IOD for an additional period, at the end of which an additional determination must be made;
- b. Authorizes a fitness-for-duty examination by a medical officer as provided in 547.31, 547.32, and 547.33, if OWCP does not respond within a maximum of 60 days or if OWCP's response does not explain the situation; or
- c. Request permission to terminate LWOP/IOD as required in 545.93.93; and
- d. Terminates LWOP/IOD after receiving permission from the Director, Office of Safety & Health, at Headquarters as follows:
  - (1) If the employee has 5 or more years of creditable civilian service, inform the employee of retirement rights. Allow the employee 14-calendar days to file a retirement application under the Civil Service Retirement Act.
  - (2) If the employee does not file a retirement application within the 14-day period, terminate LWOP/IOD and take action to separate the employee as described in ELM 365 and 568.
  - (3) If the employee has less than 5 years creditable civilian service, terminate LWOP/IOD and take action to separate the employee as described in 365.

## **546 Reemployment of Employees Injured On Duty**

### **546.1 Law**

**546.11 General.** The USPS has legal responsibilities to employees with job-related disabilities under 5 USC 8151 and the Office of Personnel Management's (OPM) regulations as outlined below.

### **546.12 Disability Fully Overcome Within 1 Year**

**546.121 Obligation.** When an employee fully overcomes the injury or disability within 1 year after the commencement of compensation payments from OWCP, or after compensable disability recurs, the USPS must give an employee the right to resume employment in the former or equivalent position.

**546.122 Rights and Benefits.** Upon reemployment, all rights and benefits which an employee would have had or acquired in the former position had there been no injury or disability, must be restored.

### **546.13 Disability Fully Overcome More Than 1 Year**

**546.131 Obligation.** When an employee has fully overcome the injury or disability more than 1 year after compensation began, the USPS must give an employee priority consideration for reemployment into the former position or an equivalent one. The names of all former employees who fully recover from their compensable disabilities more than 1 year after

compensation begins must be entered on a reemployment list in two groups:

- a. *Group one* will include all those former employees who are entitled to 10-point veteran preference.
- b. *Group two* will include all other former employees who fully recover from their compensable disabilities in more than 1 year. Persons in *group one* will be considered for employment before persons in *group two*; and persons in *group two* will be considered before other sources of recruitment, such as transfers from other agencies, reinstatements, or appointments from hiring registers.

**546.132 Rights and Benefits.** The same as 546.122.

### **546.14 Disability Partially Overcome**

**546.141 Obligation.** When an employee has partially overcome the injury or disability, the USPS has the following obligation:

a. *Current Employees.* When an employee has partially overcome a compensable disability, the USPS must make every effort toward assigning the employee to limited duty consistent with the employee's medically defined work limitation tolerance (see 546.611). In assigning such limited duty, the USPS should minimize any adverse or disruptive impact on the employee. The following considerations must be made in effecting such limited duty assignments:

(1) To the extent that there is adequate work available within the employee's work limitation tolerances, within the employee's craft, in the work facility to which the employee is regularly assigned; and during the hours when the employee regularly works; that work constitutes the limited duty to which the employee is assigned.

(2) If adequate duties are not available within the employee's work limitation tolerances in the craft and work facility to which the employee is regularly assigned within the employee's regular hours of duty, other work may be assigned within that facility.

(3) If adequate work is not available at the facility within the employee's regular hours of duty, work outside the employee's regular schedule may be assigned as limited duty. However, all reasonable efforts shall be made to assign the employee to limited duty within the employee's craft and to keep the hours of limited duty as close as possible to the employee's regular schedule.

(4) An employee may be assigned limited duty outside of the work facility to which the employee is normally assigned only if there is not adequate work available within the employee's work limitation tolerances at the employee's facility. In such instances, every effort will be made to assign the employee to work within the employee's craft within the employee's regular schedule and as near as possible to the regular work facility to which the employee is normally assigned.

b. *Former Employees.* When a former employee has partially recovered from a compensable injury or disability, the USPS must make every effort toward reemployment consistent with medically defined work limitation tolerances. Such an employee may be

## **Exhibit B**



## 350 Assignment, Reassignment, and Promotion

### 351 Introduction

#### 351.1 Purpose and Scope

**351.11 Employee Utilization.** Postal officials in charge of installations have overall responsibility for effective utilization of human resources. Supervisory employees at all levels have specific responsibilities for the improvement of utilization of human resources. Postal officials in charge of installation and supervisors must carefully plan and analyze the anticipated workload to ensure the use of the minimum force consistent with effective operations.

**351.12 Filling Postal Positions.** Most postal positions, except entrance-level positions, are filled by the assignment, reassignment, or promotion of postal employees.

**351.13 Eligibility for Promotion.** An employee serving under a *career appointment* is eligible for reassignment or promotion. An employee serving under a *temporary or casual appointment* is eligible for reassignment, but not for promotion.

#### 351.2 Positions Not to be Filled on a Permanent Basis

Any position (a) to which a career employee has been granted reemployment rights or (b) from which the regular incumbent is temporarily absent may be filled only on a temporary basis. Examples of such situations and the conditions for filling the position temporarily are given in Handbook EL-311, *Personnel Operations*, parts 51.3 and 51.4.4. See also 363.31 and 366.234. Employees temporarily promoted pending the return of employees having reemployment rights are considered for reassignment to permanent positions when such positions become vacant in the same installation and level. This leaves the position to which an employee is entitled to reemployment rights available for the return of the absent employee or for again filling by temporary promotion.

#### 351.3 Qualification, Eligibility, and Physical Requirements

**351.31 Qualification.** Employees selected for a position must meet the minimum qualification requirements and any essential selective placement factors established for the position. See Handbook EL-311, 511.4 and 511.5, for explanation, and Handbook EL-302 and 303 for specific qualification standards.

#### 351.32 Eligibility

**351.321** Eligibility for consideration for some positions is limited to employees in specific grades, occupations, geographic areas, or organizations. These limitations are described in subsequent parts of the subchapter and in Handbook EL-311.

**351.322** Employees with restoration rights by reason of military duty are considered for promotion and conversion to full-time status if otherwise eligible. Employees on extended leave including LWOP are also considered provided they are otherwise eligible and have submitted an application. The personnel action is effected upon return to duty. The action is dated as of the date the change would have occurred had the employee not been absent. Upon selection and while the personnel action is pending, notation of the selection is made in the employee's personnel folder and on Form 7, *Service Record Card*, if that form is maintained.

**351.33 Physical Requirements.** Normally, employees must meet the physical standards for the positions to which assigned. See Handbook EL-311, Chapter 3, for explanation, including situations in which physical standards are waived.

#### 351.4 Equal Opportunity

Equal opportunity for assignment and promotion must be based on merit and the relevant experience, training, knowledge, skills, and ability required for the positions being filled. Effective utilization of employees requires that selections be made without discrimination because of race, color, sex, religion, age, national origin, political affiliation, marital status, or physical impairment (if the position may be efficiently performed by a person with the physical impairment).

#### 351.5 General Promotion Policies

**351.51 Merit Promotion Program.** The promotion program for positions in the Postal Service is based on merit principles. It is designed to provide the means for making selections for promotions according to the relative qualifications of the employees eligible for consideration. Officials engaged in the selection process must administer the program systematically, uniformly, and equitably. Promotions to craft positions must be made in accordance with any applicable collective-bargaining agreement.

**351.52 Objectives of the Program.** The objectives of the merit program are to obtain maximum effectiveness and efficiency in postal operations by:

- a. Bringing highly qualified candidates to the attention of management on a timely basis.
- b. Assuring best placement of employees according to their capabilities and potential.
- c. Maximizing use of the special skills and abilities of employees.
- d. Providing employees an incentive to improve their performance and develop their skills, knowledge, and abilities.
- e. Providing all employees the maximum possible opportunity for advancement, and ensuring that qualified employees who are eligible and available are given fair and appropriate consideration when filling higher grade vacancies.



**351.53 Policies.** The following promotion policies apply:

a. First consideration is given to qualified employees within the USPS. The area of employee consideration is broad enough to provide a supply of well-qualified candidates for promotion. The selecting official is provided an adequate number of well-qualified candidates from which to choose, but should not be burdened with a lengthy list of candidates to consider.

b. Consideration is given to postal employees outside the initial area of consideration when it is appropriate and necessary to ensure an adequate number of qualified candidates, and to ensure selection from among the best qualified.

c. Required files are maintained; adequate procedures are developed for periodic review of promotion actions; and appropriate corrective action is taken if program, procedural, or regulatory violations and/or deficiencies are found.

d. Employees selected for promotion are released from their current positions without undue delay. This is normally not later than 2 to 4 weeks after selection or in conformance with the provisions of any applicable labor agreement.

e. Information is made available to employees, upon request, about requirements and procedures of the promotion program and the promotion plan affecting them; about opportunities for promotion available to them; about their eligibility in specific promotion actions; and about the identity of the person selected.

f. Restrictions on the promotion (or recommendation for promotion) of immediate relatives are explained in Handbook P-11, part 312.3. (The P-11 identifier is being changed to EL-311.)

**351.54 Applicability to other Personnel Actions.** Competitive promotion procedures apply to certain other personnel actions.

a. Filling a higher grade position by selection from among postal employees on any entrance register.

b. Selecting an employee for training where the training is required for promotion (i.e., applies to cases whereby only an employee who has completed the training is eligible for promotion).

**351.55 Exceptions to Competitive Promotion Procedures.** Promotions excepted from competitive procedures are listed in Handbook EL-311.514.37.

**351.56 Temporary Promotions.** The conditions when temporary promotions are applicable, including their termination, are described in Handbook EL-311.514.4.

### 351.6 Mutual Exchanges

**351.61 General Policy.** Career employees may exchange positions (subject, when necessary, to the provisions of the appropriate collective-bargaining agreement) if the exchange of positions is approved by the officials in charge at the installations involved. Mutual exchanges must be made between employees in positions at the same grade levels. The following employees are not permitted to exchange positions:

- a. Part-time flexible with full-time employees.
- b. Bargaining-unit employees with nonbargaining-unit employees.
- c. Nonsupervisory employees with supervisory employees.

**351.62 Rural Letter Carrier Employees.** The mutual exchange of two rural letter carrier employees of different post offices is permitted in accordance with the applicable provisions of the USPS-NRLCA National Agreement. The following mutual exchanges are not permitted:

- a. Between two rural letter carrier employees in the same post office.
- b. Between rural letter carrier employees and members of other crafts.

## 352 Selection for Positions Within the Bargaining-Unit

### 352.1 Procedures and Requirements

Procedures and requirements for filling craft positions are found in the following publications:

- a. The appropriate collective-bargaining agreement contains governing policies and procedures affecting bidding, assignments, reassignments, higher-grade assignments, and promotions.
- b. Handbook P-1 contains position descriptions and craft assignments for all craft positions.
- c. Handbook EL-311.510 and 520, contain detailed procedures and administrative requirements.
- d. Handbook EL-303 contains qualification standards for bargaining-unit craft positions.

### 352.2 New and Changed Requirements

New requirements and changes in existing requirements are normally published as revisions to the publications listed in 352.1. Sometimes, however, they are first published in *Postal Bulletins* or *Management Instructions* for subsequent incorporation in the appropriate publication.

## 353 Selection for Nonbargaining-Unit Positions

### 353.1 Promotion

**353.11 Definition.** A promotion is the permanent assignment, with or without relocation, of an employee (a) to an established position having a higher grade than the position to which the employee was previously assigned in the same schedule or (b) to a position with a higher than equivalent grade in another schedule. (See 411.4 for exceptions.)

**353.12 Procedures.** In addition to the general promotion policies in 351.5, specific policies and procedures govern promotion to various nonbargaining-unit positions. Selection procedures for Postal Career Executive Service employees are described in 380; and for other nonbargaining-unit positions, in Chapter 5 of Handbook EL-311.





DATE ISSUED: 03/20/2012

## Notice of Result (Page 1 of 1)

Addys Lamb

New York 10027

This is a record of your participation in Exam 430 Sales Potential Inventory - In Service

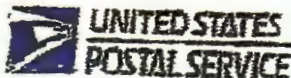
Candidate ID: 6101678457  
 Examination Date: 11/29/2011  
 Job Posting Number: SPP05TIN609212012  
 Job Posting Title: BUSINESS SOLUTIONS SPECIALIST - POSTING 11212012 EXAM 430  
 Type of Application: Special Posting

Job Title	Basic Rating	Repeat Date
BUSINESS SOLUTIONS SPECIALIST (2570-0399)	80.84	7/24/2012
BUSINESS SOLUTIONS SPECIALIST (2570-0399)	80.34	7/24/2012

A rating of "Ineligible" means that you did not qualify on this examination and you will not receive further consideration for that job. If you received a numerical score, that means you remain eligible for further consideration for that job.

You cannot retake this exam before the repeat date shown above.

Please address any inquiries about these results to your local Human Resources office.



**HQ SALES DETAIL OPPORTUNITY NTE 1 YEAR**  
**APPLY BY MID-NIGHT March 2, 2018**

Branch **HQ SALES**  
Job Title **FIELD SALES REPRESENTATIVE EAS-17 New York District**  
**(2) Detail Positions**

**TITLE: FIELD SALES REPRESENTATIVE GRADE: EAS - 17 Exempt**  
**NON-SCHEDULED DAYS: Saturday/Sunday**  
**HOURS: 08:00 A.M. to 05:00 P.M.**  
**Facility Domicile Location:**

**DOMICILE:**  
New York 2 SALES OFFICE  
90 Church Street, Suite 3500  
New York NY 10007-4688  
**FINANCE NUMBER: 35-8584**

**Persons Eligible to Apply: All current New York District career employees**

**FUNCTIONAL PURPOSE:**

Develops and conducts USPS product solutions-based sales activities, including company and market research, and needs analysis to maximize sales opportunities. Executes a comprehensive end-to-end sales process to capitalize on all potential revenue opportunities within an assigned territory. Manages the interface and integration process for contract negotiations and pricing agreements and uses appropriate resources, as needed to close sales.

**DUTIES AND RESPONSIBILITIES:**

1. Uses customer intelligence and market research to assess revenue potential and confirms threshold values to negotiate and implement pricing agreements that are below published retail price offerings found in post offices or on-line at usps.com.
2. Creates inter-functional teams with cross-functional subject matter expertise to document customer requirements and confirm customer orders that involve acceptance, transportation, equipment or unique processing requirements to close sales.
3. Uses market intelligence and industry intelligence to identify opportunities to negotiate pricing agreements with customers who do not use the Postal Service, limiting the development of proposals or presentations to customers with growth revenue potential within an assigned geographic territory.
4. Conducts negotiations and executes agreements at the customer's place of business after using a process to validate customer requirements that generates a sale of postal service products and/or services from the customer that lead to revenue for the Postal Service.

Exhibit B



5. Participates in the execution of pricing agreement development plans and provides guidance, support, and assistance for the purpose of developing customer solutions customized to specific business needs.

6. Addresses issues dealing with unique customer requirements including coordination of key decision makers at decentralized locations, complex payment methods and multiple mailing centers.

7. Calls on new prospects within the assigned geographic territory and convinces them to use postal products and services by negotiating a pricing agreement and a customer commitment to use the agreement to achieve anticipated postal revenue goals.

8. Develops effective working relationships with potential business customers and talks with prospective decision makers who are authorized to order or commit the company's assets to the use of postal shipping and mailing services products.

#### **REQUIREMENTS:**

1. Ability to use customer intelligence and market research to negotiate and implement pricing agreements for customers within an assigned geographic territory.
2. Demonstrated ability to identify appropriate inter-functional teams with subject matter expertise to document customer requirements and implement customer orders that involve acceptance, transportation, equipment or unique processing requirements.
3. Knowledge of sales processes at a level sufficient to use market and industry intelligence to close pricing agreement opportunities and develop appropriate proposals or presentations to customers with revenue growth potential within an assigned geographic territory.
4. Demonstrated success concluding pricing agreements in the customer's business location through validation of customer requirements and commitments for orders from the customer.
5. Ability to execute pricing agreement development plans and develop customer solutions that are customized to specific customer business needs and meet both customer and Postal Service operational requirements.
6. Ability to negotiate with customers to confirm pricing agreements at prices that are below published retail rates and commit the Postal Service to pricing agreements that include the use of products or services requiring on-line discounts or commercial payment methods.
7. Ability to communicate orally and in writing at a level sufficient to develop effective working relationships with potential business customers and satisfactorily interact with customers, sales management, and other related stakeholders including third-party vendors.
8. Possession of or ability to obtain a valid state driver's license to operate a motor vehicle.
9. EXAMINATION REQUIREMENTS: Applicants must successfully complete Postal Service Test 430, which measures sales ability.

To apply please email attached resume / e-career application on the above KSA's to [ines.hernandez@usps.gov](mailto:ines.hernandez@usps.gov) by midnight March 2, 2018

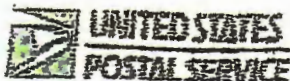
Ines Hernandez

District Sales Manager

90 Church Street, Suite 3500

New York NY 10007-4698





## HQ SALES DETAIL OPPORTUNITY NTE 1 YEAR

APPLY BY MID-NIGHT March 23, 2018

Branch  
Job Title

HQ SALES  
FIELD SALES REPRESENTATIVE EAS-17 New York District  
(2) Detail Positions

TITLE: FIELD SALES REPRESENTATIVE GRADE: EAS - 17 Exempt

NON-SCHEDULED DAYS: Saturday/Sunday

HOURS: 08:00 A.M. to 05:00 P.M.

Facility Domicile Location:

### DOMICILE:

New York 2 SALES OFFICE  
90 Church Street, Suite 3500  
New York NY 10007-4698  
FINANCE NUMBER: 35-8584

Persons Eligible to Apply: All current New York District and Triboro District career employees.

### FUNCTIONAL PURPOSE:

Develops and conducts USPS product solutions-based sales activities, including company and market research, and needs analysis to maximize sales opportunities. Executes a comprehensive end-to-end sales process to capitalize on all potential revenue opportunities within an assigned territory. Manages the interface and integration process for contract negotiations and pricing agreements and uses appropriate resources, as needed to close sales.

### DUTIES AND RESPONSIBILITIES:

1. Uses customer intelligence and market research to assess revenue potential and confirms threshold values to negotiate and implement pricing agreements that are below published retail price offerings found in post offices or on-line at usps.com.
2. Creates inter-functional teams with cross-functional subject matter expertise to document customer requirements and confirm customer orders that involve acceptance, transportation, equipment or unique processing requirements to close sales.
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4. Conducts negotiations and executes agreements at the customer's place of business after using a process to validate customer requirements that generates a sale of postal service products and/or services from the customer that lead to revenue for the Postal Service.

Exhibit



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#### REQUIREMENTS:

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2. Demonstrated ability to identify appropriate inter-functional teams with subject matter expertise to document customer requirements and implement customer orders that involve acceptance, transportation, equipment or unique processing requirements.
3. Knowledge of sales processes at a level sufficient to use market and industry intelligence to close pricing agreement opportunities and develop appropriate proposals or presentations to customers with revenue growth potential within an assigned geographic territory.
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7. Ability to communicate orally and in writing at a level sufficient to develop effective working relationships with potential business customers and satisfactorily interact with customers, sales management, and other related stakeholders including third-party vendors.
8. Possession of or ability to obtain a valid state driver's license to operate a motor vehicle.
9. EXAMINATION REQUIREMENTS: Applicants must successfully complete Postal Service Test 430, which measures sales ability.

To apply please email attached resume / e-career application on the above KSA's to [ines.hernandez@usps.gov](mailto:ines.hernandez@usps.gov) by midnight March 23, 2018

Ines Hernandez  
District Sales Manager  
90 Church Street, Suite 3500  
New York NY 10007-4698

# **Exhibit C**



NY1 District  
Occupational Health Claims  
UNITED STATES  
POSTAL SERVICE

October 1, 2024

USPS tracking#

9470 1301 0935 5002 7099 04

Addys Lamb  
PO Box 523  
New York, NY 10116

RE: Notice of Final Termination by the OWCP  
OWCP Claim number: 027700352  
Date of Injury: 05/04/2017

ID: 01678457

Dear Addys Lamb,

This letter is in reference to the compensation order dated 09/18/2024 regarding your claim with the Office of Workers' Compensation Programs (OWCP) as referenced above (copy attached). As indicated by the attached order, your claim for the cited Federal Employees' Compensation Act benefits has been terminated by the U.S. Department of Labor, OWCP.

It is imperative that you contact your immediate supervisor to arrange for approval of Form 3971 to cover the period of absence involved. Any future absence(s) and/or related medical evidence from this disability should be submitted to your supervisor for approval.

If you have any question, please contact the Occupational Health Claims at (917) 621-9632.

Sincerely,

Gloria Chong

Gloria Chong

Occupational Health Processing Specialist

Attachment: OWCP Compensation Order (employee only)

cc: Manager, Morgan P&DC

☐ Contact: 1-877-471-3373, ext. 330-2111, from 9:00 AM to 5:00 PM

☐ To extend leave call +1-877-471-3373 and follow

props: #1 Partial Sick; #2 Transportation ext

**CERTIFICATE OF SERVICE**

I, Addys Lamb, Plaintiff pro se, Mail Handler Equipment Operator for the United States Postal Service, hereby certify that on July 11, 2025, I caused a copy of the Plaintiff's opposition to the Agency's motion to dismiss the plaintiff complaint letter to be served on the Agency's Attorneys and the Local 300 Postal Mail Handlers Union via first class mail at:

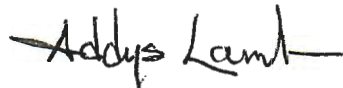
Jay Claytont  
United States Attorney for the  
Southern District of New York  
Attorney for the Agency and

Harry K. Fidler  
Assistant United States Attorney  
86 Chambers Street, 3<sup>rd</sup> Floor.  
New York, New York 10007

Irene Delgado  
New York City Branch President  
National Postal Mail Handlers Union- Local 300  
Morgan GMF, 341 9<sup>th</sup> Avenue, 2<sup>nd</sup> Floor  
New York, New York 10199

Thierno Diallo  
Special Official – Member Local 300 Union  
Morgan GMF, 341 9<sup>th</sup> Avenue, 2<sup>nd</sup> Floor  
New York, New York 10199

Dated: July 11, 2025, New York, New York

A handwritten signature in black ink that reads "Addys Lamb". The signature is stylized with a long horizontal line extending to the right.

Addys Lamb, pro se  
P. O. Box 523  
New York, New York 10116  
Tel: (212)491-5666 (Voice)  
E-mail: alamb94148@aol.com



**PRIORITY MAIL**  
**FAST RATE ENVELOPE**  
**POSTAGE REQUIRED**



**PRIORITY<sup>®</sup>**  
**MAIL**

Expected delivery date specified for domestic use.

Domestic shipments include \$100 of insurance (restrictions apply).\*

PS Tracking<sup>®</sup> service included for domestic and many international destinations.

Limited international insurance.\*\*

When used internationally, a customs declaration form is required.

Coverage does not cover certain items. For details regarding claims exclusions see the Domestic Mail Manual at <http://pe.usps.com>.

For international use, see the International Mail Manual at <http://pe.usps.com> for availability and limitations of coverage.

**FAST RATE ENVELOPE**

**FAST RATE ■ ANY WEIGHT**

**PACKED ■ INSURED**



EP14F October 2023  
 OD: 12 1/2 x 9 1/2

To schedule free Package Pickup,  
 scan the QR code.



USPS.COM/PICKUP



<b>P</b>	US POSTAGE IMI 903950711225131 2000391667
	\$9.35 SSK PM
	07/11/25 Mailed from 10001 028N2310284
<b>PRIORITY MAIL<sup>®</sup></b>	
ADDYS LAMB PO BOX 523 NEW YORK NY 10116-0523	
	4.00 oz RDC 03
EXPECTED DELIVERY DAY: 07/15/25	
C099	
SHIP TO:	JESSE M FURMAN U.S. DISTRICT JUDGE 500 PEARL ST NEW YORK NY 10007-1316
<b>USPS TRACKING<sup>®</sup> NUMBER</b>	
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